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Version 3
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SUBCONTRACT NO. B519700	 University of California Lawrence Livermore National Laboratory Procurement & Materiel P. O. Box 5012 Livermore, CA 94551
Subcontractor: TBD	University Procurement Representative: Gary M. Ward Contract Administration Specialist Phone #: (925) 423-5952 Fax #: (925) 423-8019 E-Mail: ward31@llnl.gov

Introduction

This is a Fixed Price Subcontract for a Massively Parallel, High-Performance Production Computer System (hereinafter called "Purple"), as further described herein.

The parties to this Subcontract are The Regents of the University of California (hereinafter called "University") and the party identified above as the "Subcontractor."

This is a subcontract under Prime Contract No. W-7405-ENG-48 between the University and the United States Government (hereinafter called "Government"), represented by the Department of Energy (hereinafter called "DOE"), for the management and operation of the Lawrence Livermore National Laboratory (hereinafter called "LLNL") and the performance of certain research and development work.

Agreement

The parties agree to perform their respective obligations in accordance with the terms, conditions, and provisions of the attached SCHEDULE OF ARTICLES and any documents referenced or incorporated therein, which together with this Subcontract Signature Page shall collectively constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

TBD

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

BY: _____

BY: _____

TITLE: _____

TITLE: John S. Hunt
Associate Director,
Laboratory Services

DATE: _____

DATE: _____

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SCHEDULE OF ARTICLES FOR SUBCONTRACT NO. B519700

ARTICLE 1 – INCORPORATED DOCUMENTS

The following documents and forms are hereby incorporated as a part of this Schedule of Articles of the Subcontract and are attached hereto.

Documents

GENERAL PROVISIONS FOR FIXED PRICE SUPPLIES AND SERVICES (GPs # 600C; 05/23/01)
STATEMENT OF WORK entitled, "TBD", Dated XX/XX/XX
SMALL BUSINESS SUBCONTRACTING PLAN, Dated _____
WORK ON UNIVERSITY OR GOVERNMENT PREMISES (WUGP WAL 2; 10/23/00)
SECURITY AND SITE ACCESS PROVISIONS (08/01/00)
SUBCONTRACT HAZARDS LIST, Dated _____
PROPER USE OF LLNL COMPUTERS AND NETWORKS – COMPUTER SECURITY PROGRAM
POLICY 2329/4329 v3.0, Dated September 20, 2001
MILESTONE AND PAYMENT SCHEDULE, Dated TBD

Forms

SUBCONTRACTOR WORKPLACE SUBSTANCE ABUSE PROGRAM PLAN (WSAPP)
CERTIFICATION

ARTICLE 2 – SCOPE OF WORK

- A. The Subcontractor shall design, develop, build, integrate, test and deliver Purple and associated hardware, software and documentation. The work is more specifically described in the Statement of Work.
- B. The Subcontractor shall furnish all personnel, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the work, except for Government Property specified herein to be furnished by the University. The Subcontractor shall deliver the materials, products, supplies, reports and residuals, as specified.
- C. The work shall be performed by the Subcontractor at the Subcontractor's facility located at TBD, at the LLNL, and at other locations approved by the University.
- D. The Subcontractor shall comply with, and assist the University and the DOE in complying with OSHA requirements, and applicable University or DOE directives identified in this Subcontract.
- E. The Subcontractor shall comply with all ES&H requirements, training, and associated safety documents referenced, attached, or incorporated to this subcontract, including any

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incorporated safety related documents submitted by the subcontractor and reviewed and accepted by the University.

- F. Safety Standards and Testing. The materials and supplies furnished or used by the Subcontractor shall meet nationally recognized safety standards or have been tested and found safe for use by the University in a manner specified by the Subcontractor. All electrical equipment, components and conductors and other items of the type requiring testing by a Nationally Recognized Testing Laboratory (NRTL) recognized by the Occupational Safety and Health Administration (OSHA), shall be NRTL listed, labeled, or tested, in accordance with Title 29, Part 1910, *General Industry Standards*, of the Code of Federal Regulations (29 CFR 1910). The Subcontractor shall notify the University Procurement Representative and the University Technical Representative, in writing, of any materials or supplies to be furnished or used that do not meet these requirements.

ARTICLE 3 – PERIOD OF PERFORMANCE

The work described in ARTICLE 2 - SCOPE OF WORK shall be completed on or before TBD.

ARTICLE 4 – PRICE AND PAYMENT

- A. Fixed Price

The Subcontractor shall perform this Subcontract for the total fixed price of \$TBD.

The fixed price stated above does not include, and the University shall not be charged for, any State Sales & Use Tax. The University holds California State Resale Permit No. SR-CHA 21-135323.

- B. Funding

The total amount currently authorized and funded by the University to make payments to the Subcontractor under this Subcontract (the “current funded amount”) is TBD. The funding amount shall cover Milestone Numbers TBD through TBD of the Milestone and Payment Schedule.

The University may revise the current funded amount from time to time during the term of this Subcontract. The current funded amount for this Subcontract shall only be increased by a written modification to this Subcontract issued by the University’s Procurement Representative or designee.

- C. Pricing of Adjustments

When costs are a factor in any determination of a Subcontract price adjustment, pursuant to the “Changes” clause of the GENERAL PROVISIONS or any other provision of this Subcontract, such costs shall be in accordance with the contract cost principles and

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procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented or modified by DEAR Part 931 (48 CFR Part 931) in effect as of the date of award of this Subcontract.

D. Invoices-Milestone Payments

1. Based on satisfactory technical progress, as determined by the University Technical Representative, and upon certification of completion of the milestones specified herein, the Subcontractor may submit invoices in accordance with Attachment TBD, Milestone and Payment Schedule.
2. The Subcontractor shall submit its invoice upon completion of the work to the following address.

University of California
Lawrence Livermore National Laboratory
Attention.: Gary Ward, L-550
P.O. Box 808
Livermore, CA 94551-0808

E. Payment Terms

Payment shall be made 30 days after the University's acceptance of any portion of the work delivered or rendered for which a price is separately stated or an invoice is allowed.

ARTICLE 5 – LIMITATION OF THE UNIVERSITY’S OBLIGATION

The total fixed price of this Subcontract is stated within Article 4, Paragraph A. The current funded amount of this Subcontract is stated within Article 4, Paragraph B. Full funding is not presently available for this Subcontract. The University’s obligation for payment hereunder is solely and expressly limited to the current funded amount of this Subcontract. In no event shall the University’s liability hereunder exceed the current funded amount of this Subcontract. The Subcontractor is not obligated to perform work or otherwise continue performance beyond the milestones specifically authorized for performance and identified within Article 4, Paragraph B.

ARTICLE 6 – COORDINATION AND ADMINISTRATION

- A. The University Procurement Representative for this Subcontract is Gary Ward or a designee. All matters relating to the administration, performance and non-technical interpretation of this Subcontract shall be referred to the University Procurement Representative. The Subcontractor shall direct all notices and requests for approval to the University Procurement Representative. The University Procurement Representative will issue any notices or non-technical approvals to the Subcontractor.

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- B. The University Technical Representative for this Subcontract is Mark Seager. The University Technical Representative will provide technical direction in connection with the work to be performed under this Subcontract. The term “technical direction” is defined to include (1) direction to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work description; and (2) the review and approval of technical reports, drawings, specifications, and information to be delivered by the Subcontractor under the Subcontract, where required. The University Technical Representative will issue all technical direction in writing.
- C. The University Technical Representative is not authorized to issue any technical direction which would (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and specifications; (3) change the time or place of performance; the method of shipment or packaging, or the place of inspection, delivery or acceptance; (4) increase the estimated cost for performance of the work or the time required for performance of the work; (5) change any expressed term or condition of the Subcontract; or (6) unreasonably interfere with the Subcontractor’s ability to perform and complete the work. Any such change must first be authorized by a written modification to this Subcontract issued by the University Procurement Representative.

ARTICLE 7 – REPORTS

A. Reports

The Subcontractor shall prepare and submit reports to the University in accordance with the Statement of Work.

B. Classified Reports

Upon publication, Subcontractor shall sequentially number all copies of classified reports. Each copy shall be identified as one of a total series; e.g., FINAL REPORT - Copy one of ten copies. Copies of reports classified as Secret shall be documented in compliance with DOE Security Regulations.

C. Distribution of Reports

Distribution of Unclassified Reports shall be separately addressed and transmitted to:

University of California
Lawrence Livermore National Laboratory
Attention.: (Intended Recipient; see below)
P.O. Box 808
7000 East Avenue
Livermore, CA 94551

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<u>Type Report</u>	<u>Number of Copies</u>	<u>Recipient</u>
TBD	TBD	Mark Seager, L-060
TBD	TBD	Gary Ward, L-550

Distribution of Classified Reports shall be addressed and transmitted in accordance with DOE and University Security Regulations as follows:

University of California
Lawrence Livermore National Laboratory
Attention.: TBD
c/o Technical Information Department, L-313
P.O. Box 808
Livermore, CA 94551

A copy of the Unclassified cover letter for all Classified Report submissions shall be sent to Gary Ward (L-550) and Mark Seager (L-060) at the address cited above for Unclassified Reports.

The Subcontractor shall not distribute reports of work under this Subcontract to any individual or organization other than those indicated above or an authorized representative of DOE without prior written approval of the University Procurement Representative.

D. Interim Reports

It is understood that there will be other information exchanged between the parties from time to time. The data may be exchanged directly between the parties concerned; formal reporting and distribution is not required in these cases.

ARTICLE 8 – PROPERTY

- A. The Subcontractor shall acquire, and/or the University will furnish to the Subcontractor, the materials, equipment, supplies, and/or tangible personal property items identified below, for use under this Subcontract:

Subcontractor Acquired Property

NONE

University Furnished Government Property

NONE

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- B. All property acquired by the Subcontractor and/or furnished by the University shall be identified, utilized, accounted for, and dispositioned in accordance with the clause of the General Provisions entitled GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS). Disposition directions and authorization will be provided by the University's Property Management Department.

ARTICLE 9 – APPROVAL OF TECHNICAL DATA

If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the University prior to Subcontractor performance, the approval of the data by the University shall not relieve the Subcontractor from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Subcontractor's risk.

If the data includes any variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If the University approves any such variation(s), a change order to the Subcontract shall be issued by the University and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

ARTICLE 10 – ASSIGNMENT OF PERSONNEL

The personnel specified below are considered to be essential to the work being performed under this Subcontract. The Subcontractor shall not reassign or divert such personnel to other projects without the written consent of the University Procurement Representative. Prior to reassigning or diverting any of the specified individuals to other projects, the Subcontractor shall notify the University Procurement Representative reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the performance of this Subcontract.

<u>Name</u>	<u>Title</u>
TBD	TBD

ARTICLE 11 – RELEASE OF INFORMATION

Information regarding this Subcontract or the undertaking hereunder shall not be released without the University Procurement Representative's prior written approval. The name of the University, LLNL, or the Government shall not be used in any publications, news releases, advertising, speeches, technical papers, photographs, or other releases of information without the University Procurement Representative's prior written approval.

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ARTICLE 12 – ACCESS TO LLNL COMPUTER RESOURCES

- A. Access to LLNL computer resources (e.g., computers and networks) by Subcontractor personnel shall be in accordance with, and is subject to, the LLNL computer security policies and procedures, including, but not limited, to the attached PROPER USE OF LLNL COMPUTERS AND NETWORKS – COMPUTER SECURITY PROGRAM POLICY. These policies and procedures are applicable, whether such access is at the LLNL at the Subcontractor's facility, or elsewhere. If the Subcontractor does not comply with the provisions of this article, the University may withdraw Subcontractor's access to LLNL computer resources. Misuse of LLNL computer resources may be a violation of law and could result in appropriate action, including termination for default and/or criminal prosecution.
- B. Access to LLNL computing resources by Subcontractor personnel is only permitted as required to perform the work authorized under this Subcontract. Classified material or information shall only be accessed as authorized, and shall be protected in accordance with the security provisions of this Subcontract. All other information or data furnished by the University, obtained from a LLNL computer, or developed on a LLNL computer resource by Subcontractor personnel must be protected by the Subcontractor to prevent disclosure to any person other than those authorized by the University. Files which are not assigned to Subcontractor personnel may not be accessed without specific permission from the University. The University reserves the right to monitor the use of LLNL computer resources through network operating software, by reviewing the contents of all files on LLNL computer resources and any of the Subcontractor's computers used to access LLNL computer resources, and other appropriate means.
- C. Computer passwords issued to Subcontractor personnel for access to the LLNL computer resources must not be shared and must be protected by Subcontractor personnel to prevent disclosure to any other persons. If a computer password is disclosed, or disclosure is suspected, the Subcontractor must immediately notify the University Technical Representative and arrange for replacement of the password.
- D. The use at the LLNL of any computing or video conferencing capability utilizing non-LLNL equipment with electronic data transfer capabilities (e.g., personal computers including portables, laptops, notebooks, personal digital assistants, handheld) must be coordinated with the appropriate Information Systems Security Officer (ISSO), through the University Technical Representative, and may not be connected to LLNL equipment without the express written approval of the University Technical Representative and the LLNL Computer Security Operations (CSO) organization.

ARTICLE 13 – GENERAL PROVISIONS

- A. The clauses incorporated by reference in the attached GENERAL PROVISIONS shall be applicable to this Subcontract based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work as indicated in the GENERAL

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PROVISIONS. As used therein, the term “Seller” shall mean “Subcontractor,” and the terms “Purchase Order” and “PO” shall mean “Subcontract.”

- B. This Subcontract shall involve access to or the generation of classified information or access to “limited” or “exclusion” security areas. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall apply. Since the Subcontractor has access to and may generate classified inventions, FAR 52.227-10, FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER (APR 1984), is hereby incorporated by reference.
- C. This Subcontract is for the conduct of research, development, or demonstration (RD&D) work, or design work involving non-standard types of construction. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall apply. The applicable Patent Rights clause of the GENERAL PROVISIONS shall be the clause entitled *PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT*.

Note: If the Subcontractor is a large business and if DOE grants the Subcontractor’s petition for an Advance Waiver of the Government’s Patent Rights, the applicable Patent Rights clause of the GENERAL PROVISIONS may be changed to 10 CFR 784.12 DOE PATENT RIGHTS –WAIVER (JUL 1996).

Note: If DOE grants a Subcontractor’s petition to assert copyright in its software, then provisions of FAR 52.227-14 will be modified to incorporate the terms and conditions of that waiver. (These provisions, including Alternates II, III, VI and (d)(3) modifications, will be negotiated after considering any Subcontractor’s petition, the completed Attachment 12 (Representations and Certifications) and consultation with DOE.)

ARTICLE 14 – PARTNERSHIP

The University and the Subcontractor agree that this Subcontract involves the development of cutting-edge technology under aggressive schedules. The University and the Subcontractor agree (i) that the Subcontractor shall use reasonable efforts to deliver in accordance with the requirements and schedules set forth in this Subcontract; and (ii) to reasonably consider limitations that may occur in meeting obligations under this Subcontract. If the Subcontractor is unable to meet its performance obligations, then the University and the Subcontractor hereby agree to negotiate the Statement of Work and the Subcontract price, if necessary, to reflect changes to the Subcontractor’s performance obligations.

(END OF SCHEDULE OF ARTICLES)